UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ENERGY STATE LIMITED, a Hong Kong corporation Plaintiff, v. M/V CRIMSON MONARCH (IMO No. 9675597), its engines, tackle and apparel, etc. Defendant *IN REM*.	IN ADMIRALTY No. **VERIFIED COMPLAINT *IN REM* FOR WARRANT OF ARREST PURSUANT TO SUPPLEMENTAL ADMIRALTY AND MARITIME RULE C**

Plaintiff Energy State Limited (hereinafter "Plaintiff" or "ENERGY STATE") complains of the Defendant M/V CRIMSON MONARCH *in rem* and alleges as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Fed. R. Civ. P. 9(h) and Rule C of the Supplemental Rules of Certain Admiralty and Maritime Claims. This claim is within the jurisdiction of this Court pursuant to the general maritime law, 28 U.S.C. § 1333, and 46 U.S.C. §31342.

2. On information and belief, the Vessel is now and will be during the pendency of this action present in navigable waters within the jurisdiction of this Court.

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990

3. Venue is proper pursuant to 28 U.S.C. §1391(b).

PARTIES

4. At all materials times, ENERGY STATE is a corporation organized and existing under the laws of Hong Kong.

5. At all materials times, Defendant M/V CRIMSON MONARCH (IMO No. 9675597), its engines, tackle, and apparel, defendant *in rem* (the "Vessel") is a Singapore flag vessel.

FACTS

6. This is an action in admiralty, *in rem*, to enforce a maritime lien on Defendant Vessel M/V CRIMSON MONARCH, including without limitation all of its engines, machinery, tools, boats, anchors, chains, tackle, fittings, navigation equipment, and all other equipment and appurtenances appertaining or belonging to the Vessel, whether on board or not.

7. This lien arises from the delivery of necessaries to the Vessel pursuant to 46 U.S.C. § 31342.

8. On or about August 25, 2016, ENERGY STATE agreed to supply 330MT of marine fuel ("bunkers") for provision to the vessel M/V CRIMSON MONARCH, chartered by Seorae Sea Merchant Corporation ("Seorae"). That day, ENERGY STATE sent an email to Seorae with a confirmation of the bunker order to be signed by Seorae. Attached as Exhibit 1 is a true and correct copy of the email with confirmation. The Confirmation expressly provides for recovery of any attorney fees incurred in collecting payment of the bunkers and related charges incurred by ENERGY STATE, establishes the applicable interest rate for any late payment, and makes clear that "all sales are on credit of the vessel" and that

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990

the "Buyer is presumed to have authority to bind vessel with a maritime lien." The Confirmation also incorporates ENERGY STATE's Sales Terms and Conditions. Attached as Exhibit 2 is a true and correct copy of the Sales Terms and Conditions. The Sales Terms and Conditions expressly authorize the arrest of the Vessel, provide for application of U.S. law, and authorize ENERGY STATE to enforce, safeguard, or secure its rights in any court or tribunal in any state or country.

9. Seorae executed the Confirmation. Attached as Exhibit 3 is a true and correct copy of the executed Confirmation.

10. On or about August 28, 2016, ENERGY STATE delivered the fuel bunkers to the Vessel at the Port of Yeosu in South Korea. Attached as Exhibit 4 is a true and correct copy of the Bunker Delivery Receipt.

11. The fuel invoice totaling $86,130.00 USD was issued on September 6, 2016, and remains unpaid. Attached as Exhibit 5 is a true and correct copy of the invoice for fuel delivery to the Vessel. As of May 15, 2017, payment remains outstanding in the amount of $95,941.74, which includes principal and interest. Attached as Exhibit 6 is a true and correct copy of the ENERGY STATE's Statement of Account for the Vessel M/V CRIMSON MONARCH.

FIRST CAUSE OF ACTION – BREACH OF MARITIME CONTRACT

12. ENERGY STATE realleges and incorporates the foregoing paragraphs.

13. Defendant breached its contract with ENERGY STATE by failing to pay for the goods and services provided by ENERGY STATE.

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990

14. ENERGY STATE has been damaged by Defendant's breaches of contract, which entitle ENERGY STATE to remedies at law and in admiralty as provided in its invoices, Confirmation, and Sales Terms and Conditions.

SECOND CAUSE OF ACTION – UNJUST ENRICHMENT

15. ENERGY STATE realleges and incorporates the foregoing paragraphs.

16. ENERGY STATE provided and/or paid for goods and services that were accepted by and benefited defendant Vessel. The Vessel received the bunker fuel from and/or through ENERGY STATE, and the bunker fuel was necessary to the Vessel's operations. The Vessel benefited from and was enriched by the provision of the bunker fuel, including but not limited to, the fact that the bunker fuel enabled the Vessel to continue to operate, to receive cargo, and to earn freights.

17. Despite this benefit provided to the Vessel, ENERGY STATE was not paid. The Vessel therefore was unjustly enriched. ENERGY STATE, therefore, holds a maritime lien against the Vessel in the amounts set out above, and respectfully requests that this Court enter judgment in its favor against the Vessel *in rem* for this amount, as set out below.

PRAYER FOR RELIEF

Wherefore, ENERGY STATE prays for relief against the *in rem* Defendant as follows:

1. That this Court enter judgment *in rem* against the Vessel M/V CRIMSON MONARCH, including without limitations all of its engines, machinery, tools, boats, anchors, chains, tackle, fittings, navigation equipment, and all other equipment and appurtenances appertaining or belonging to the Vessel, whether on board or not, and order that ENERGY STATE's claims of at least $95,941.74, plus pre-judgment interest, post-

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990

judgment interest, contractual fees, and attorney fees and costs thereon as allowed by contract and by law;

2. The Clerk of this Court issue a warrant for arrest of the vessel M/V CRIMSON MONARCH, commanding the United States Marshal for this district to arrest and take into custody the Defendant Vessel and detain the same in his custody until further order of this Court;

3. The Court find that ENERGY STATE holds a valid maritime lien against the vessel M/V CRIMSON MONARCH and its engines, appurtenances, furnishings, machinery, and equipment as provided by 46 U.S.C. § 31342, and by federal law construing the statute;

4. The Court hold that at the sale of the vessel M/V CRIMSON MONARCH ENERGY STATE may credit bid without cash deposit the amount due and owing up to the full amount thereof;

5. The Court award ENERGY STATE its attorney fees, costs, and other expenses incurred in connection with this proceeding, including without limitations, all costs incurred *in custodial legis* as may be established at trial or otherwise awarded; and

6. The Court grant such other legal and equitable relief as this Court deems just and proper.

///

///

///

///

///

///

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990

DATED this 22nd day of May, 2017.

LE GROS BUCHANAN & PAUL

s/ Markus B.G. Oberg
Markus B.G. Oberg, WSBA #34914
Mary C. Butler, WSBA #44855
LeGros, Buchanan & Paul
4025 Delridge Way SW, Suite 500
Seattle, WA 98106-1271
Phone: (206) 623-4990
Fax: (206) 467-4828
Email: moberg@legros.com
mbutler@legros.com

Attorneys for Plaintiff Energy State Limited

I, PIL-JAE,LEE, am over the age of eighteen and competent to testify. I am the legal representative for Plaintiff Energy State Limited in the above-entitled matter. I have read the foregoing Complaint, know the contents thereof, and believe the same to be true. I make this representation to the Court based on my position as legal representative for Plaintiff. This verification on behalf of Plaintiff is provided under Local Admiralty Rule 105.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 18, 2017.

PIL-JAE,LEE

LE GROS BUCHANAN
& PAUL
4025 DELRIDGE WAY SW
SUITE 500
SEATTLE, WASHINGTON 98106-1271
(206) 623-4990